

The Companies Act 2006
Private Company Limited by Guarantee

Articles of Association

of

OXFORDSHIRE LOCAL ENTERPRISE PARTNERSHIP LIMITED
Company Number: 09519056

Updated version effective [*)

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
OXFORDSHIRE LOCAL ENTERPRISE PARTNERSHIP LIMITED
(THE"COMPANY")

PART 1: INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act	means the Companies Act 2006;
address	the address for the Company as registered with Companies House from time to time;
Articles	means the Company's articles of association for the time being in force;
Business Day	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
Chair	has the meaning given in article 15.1;
Companies Acts	means the Companies Acts (as defined in section 2 of the Act), insofar as they apply to the Company;
Conflict	means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;
director	means a director of the Company, and includes any person occupying the position of director, by whatever name called;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form	has the meaning given in section 1168 of the Act;
electronic means	has the meaning given in section 1168 of the Act;
Eligible Director	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 17, any director whose vote is not to be counted in respect of the particular matter);
Interested Director	has the meaning given in article 17.3;
Member	means Oxfordshire County Council;

ordinary resolution	has the meaning given in section 282 of the Act;
Shareholder Committee	means a cabinet committee of the Oxfordshire County Council appointed to deliberate on matters relating to the Company;
special resolution	has the meaning given in section 283 of the Act;
subsidiary	has the meaning given in section 1159 of the Act; and
writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) are excluded.
- 1.3 Unless the context otherwise requires, other words and expressions contained in the Articles which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.6.1 any subordinate legislation from time to time made under it; and
- 1.6.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include all other genders. Words importing persons include corporations.

2 LIABILITY OF MEMBERS

- 2.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:
- 2.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
 - 2.1.2 payment of the costs, charges and expenses of winding up; and
 - 2.1.3 adjustment of the rights of the contributories among themselves.

PART 2: OBJECT AND POWERS

3 OBJECT

- 3.1 The object for which the Company is established is to bring about sustainable economic development of the County of Oxfordshire through the implementation of a strategic economic plan, as agreed by the Members.

4 POWERS

- 4.1 In pursuance of the object set out in article 3 the Company has the power to:
- 4.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
 - 4.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
 - 4.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
 - 4.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
 - 4.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;

- 4.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- 4.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 4.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 4.1.9 provide and assist in the provision of money, materials or other help;.
- 4.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.1.11 incorporate subsidiary companies to carry on any trade; and
- 4.1.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 3.

PART 3: NOT FOR PROFIT

5 INCOME AND PROPERTY

- 5.1 The income and property of the Company shall be applied solely in promoting the object of the Company as set out in article 3.
- 5.2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:
 - 5.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - 5.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
 - 5.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
 - 5.2.4 exceptional out-of-pocket expenses properly incurred by any director in accordance with article 20.

6 WINDING UP

- 6.1 On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members but shall be transferred to another body (charitable or otherwise):
 - 6.1.1 with objects similar to those of the Company; and
 - 6.1.2 which shall prohibit the distribution of its or their income to its or their members, such body to be determined by the Members at the time of winding-up or dissolution.

PART 4: DIRECTORS

7 APPOINTING DIRECTORS

- 7.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.
- 7.2 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution in accordance with any procedures for nominations and elections that are determined by the Member from time to time.

8 TERMINATION OF A DIRECTOR'S APPOINTMENT

- 8.1 A person ceases to be a director as soon as:
- 8.1.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - 8.1.2 that person ceases to be an cabinet member or officer of Oxfordshire County Council (or another Local Authority) where such person was a cabinet member or officer when appointed;
 - 8.1.3 that person is absent without permission from three consecutive meetings of the directors and the other directors resolve to remove him from office;
 - 8.1.4 a bankruptcy order is made against that person;
 - 8.1.5 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 8.1.6 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or
 - 8.1.7 he is otherwise duly removed from office.

9 DIRECTORS' POWERS

- 9.1 Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- 9.2 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories, and on such terms and conditions, as they think fit. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 9.3 The directors' power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the fact that in certain of the articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the directors or by a committee authorised by the directors.
- 9.4 The directors may revoke any delegation in whole or part or alter its terms and conditions.

10 COMMITTEES

- 10.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 10.2 A member of a committee need not be a director.
- 10.3 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

PART 5: DECISION-MAKING BY DIRECTORS

11 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 11.1 Any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 11.2.
- 11.2 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter. Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 11.3 A decision may not be taken in accordance with article 11.2 if the Eligible Directors would not have formed a quorum at such a meeting.

12 DIRECTORS' MEETINGS

- 12.1 Meetings of the directors are called by the Chair, by giving not less than 20 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.
- 12.2 Notice of a directors' meeting must indicate its proposed date and time, where it is to take place, and if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 12.3 Notice of a directors' meeting need not be in writing and must be given to each director.
- 12.4 If a director is absent (whether habitually or temporarily) from the United Kingdom, that director is only entitled to receive notice of a directors' meeting if the Company has an address for sending or receiving documents or information by electronic means to or from that director outside the United Kingdom.
- 12.5 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

13 PARTICIPATION IN DIRECTORS' MEETINGS

- 13.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 13.1.1 the meeting has been called and takes place in accordance with the Articles; and

13.1.2 they can each communicate to the others any information or opinions they have on any particular item of business of the meeting.

13.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

13.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

14 QUORUM FOR DIRECTORS' MEETINGS

14.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

14.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is any two Eligible Directors,

14.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

14.3.1 to appoint further directors; or

14.3.2 to call a general meeting so as to enable the Members to appoint further directors.

15 CHAIRING OF DIRECTORS' MEETINGS

15.1 The directors may appoint:

15.1.1 a director to chair their meetings (who shall be known as the **Chair**);

15.1.2 a director to act as deputy to the Chair (who shall be known as the **Deputy Chair**),

provided that any appointments made pursuant to this article 15.1 must satisfy any requirements determined by the directors from time to time.

15.2 The directors may terminate the Chair's or Deputy Chair's appointment at any time.

15.3 Meetings of the directors shall be chaired by the Chair or (if the Chair is unwilling or unable to do so) the Deputy Chair or if none of them are able or willing to do so, the participating directors must appoint one of themselves to chair the meeting.

16 CASTING VOTE

16.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chair or other director chairing the meeting has a casting vote.

16.2 Article 16.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chair or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

17 **DIRECTORS' CONFLICTS OF INTEREST**

17.1 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may, notwithstanding his office or that, without the authorisation conferred by this article 17.1, he would or might be in breach of his duty under the Act to avoid conflicts of interest, be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any undertaking in the same group as the Company, or promoted by the Company or by any undertaking in the same group as the Company, or in which the Company or any undertaking in the same group as the Company is otherwise interested.

17.2 A director, notwithstanding their office, may be an elected member or officer of, employed by, or otherwise interested in, the Member or other company whose shares are wholly owned by the Member and no further authorisation under this article shall be necessary in respect of any such interest.

17.3 The directors may, in accordance with the requirements set out below, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest:

17.3.1 Any authorisation under this article 17.3 shall be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

17.3.2 Any authorisation of a Conflict under this article 17.3 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit; provided that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the

Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence;and

- (e) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

- 17.4 Where the directors authorise a Conflict under article 17.3, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 17.5 The directors may revoke or vary any authorisation given under article 17.3 at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 17.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 17.7 Where a director is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company (subject always to Article 17.2 above), that director must:
 - 17.7.1 declare the nature and extent of his interest in accordance with the requirements of the Act before discussion begins on the matter;
 - 17.7.2 withdraw from the meeting for that item after providing any information requested by the directors;
 - 17.7.3 not be counted in the quorum for that part of the meeting; and
 - 17.7.4 be absent during the vote and have no vote on the matter.

18 RECORDS OF DECISIONS TO BE KEPT

- 18.1 The directors must ensure that the Company keeps a record, (as defined by section 1168 of the Act), for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors, including those decisions as set out in article 21 which the directors must ask the Member to consider and direct them on the action to be taken.

PART 6: DIRECTORS' REMUNERATION AND EXPENSES

19 DIRECTORS' REMUNERATION

- 19.1 Directors may undertake any services for the Company that the directors decide.
- 19.2 Subject to Article 21, directors are entitled to such remuneration as the directors determine:
- 19.2.1 for their services to the company as directors; and
 - 19.2.2 for any other service which they undertake for the Company.
- 19.3 Subject to the Articles, a director's remuneration may:
- 19.3.1 take any form; and
 - 19.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 19.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

20 DIRECTORS' EXPENSES

- 20.1 The Company may, on an exceptional basis and provided that prior approval was given by the Chair before those expenses were incurred, pay expenses which the directors (and any alternate directors or company secretary) properly incur in connection with their attendance at:
- 20.1.1 meetings that take place outside Oxfordshire where they are formally representing the Company; or
 - 20.1.2 overseas events, conferences or trade missions on behalf of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 7: MEMBERSHIP

21 RESERVED MATTERS

- 21.1 The rights of the directors to make decisions with regard to the Company shall be subject to a number of Reserved Matters for consideration by the Member only which may be amended by it from time to time by giving notice to the Company in writing. These shall include:
- 21.1.1 appointment and removal of directors;

- 21.1.2 approval of an annual business plan for the Company;
 - 21.1.3 approval of an annual budget for the Company;
 - 21.1.4 approval of any remuneration for directors;
 - 21.1.5 appointment of external auditors;
 - 21.1.6 admission of any new member;
 - 21.1.7 alteration of constitutional documents;
 - 21.1.8 making loans/borrowings/mortgages/guarantees (above specified limits);
 - 21.1.9 approval of balance sheet/Profit & Loss account;
 - 21.1.10 acquisition/disposal/leasing of material assets/business/shares;
 - 21.1.11 commencing/settling material litigation;
 - 21.1.12 change of accounting policies;
 - 21.1.13 appointment/removal of senior management;
 - 21.1.14 entering into long-term service agreements;
 - 21.1.15 pension provision;
 - 21.1.16 exclusive agency or distribution agreements;
 - 21.1.17 intellectual property licences;
 - 21.1.18 change of cheque signing authorities; and/or
 - 21.1.19 appointing any committee/delegating any of the powers of the board.
- 21.2 The sole member of the Company shall be the Member. The Member shall through its Shareholder Committee authorise the Leader of the County Council (or such other person as the Member sees fit) to act as its authorised representative at any general meeting of the Company or in relation to any Reserved Matters and the person so authorised shall be entitled to exercise the same powers on behalf of the Member as the Member would exercise if it were an individual member of the Company. The Member shall notify the directors in writing of its authorised representatives for the purposes of general meetings.
- 21.3 The Member may, by notice in writing, direct the directors to take, or refrain from taking, specified action. No such notice invalidates anything which the directors have done before the notice is given. The Member cannot require any of the directors to breach their duties.

PART 8: ADMINISTRATIVE ARRANGEMENTS

22 MEANS OF COMMUNICATION TO BE USED

- 22.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 22.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at

the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

22.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

22.1.3 if properly addressed and sent or supplied by electronic means, 24 hours after the document or information was sent or supplied; and

22.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

22.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

23 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

23.1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

24 SECRETARY

24.1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

25 INDEMNITY AND INSURANCE

25.1 Subject to article 25.2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

25.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

(a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

(b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal

proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- 25.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 25.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 25.2 This article 25 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.
- 25.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 25.4 In this article:
 - 25.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 25.4.2 a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
 - 25.4.3 relevant officer means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).